



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

August 07, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 August 7, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE THE ACCEPTANCE OF UP TO \$15,000 IN GRANT FUNDS FROM
THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME,
OFFICE OF SPILL PREVENTION AND RESPONSE, FOR REIMBURSEMENT OF
COSTS ASSOCIATED WITH UPDATING THE COUNTY'S
EMERGENCY OIL SPILL CONTINGENCY PLAN
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept up to \$15,000 in grant funding from the State of California Department of Fish and Game, Office of Spill Prevention and Response (OSPR), for reimbursement of costs associated with revising Los Angeles County's Emergency Oil Spill Contingency Plan.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Accept up to \$15,000 in grant funding from the State of California Department of Fish and Game, OSPR, for the reimbursement of costs associated with revising Los Angeles County's Emergency Oil Spill Contingency Plan.
2. Approve the attached resolution (Attachment I), which has been approved as to form by County Counsel, and delegate authority to the Fire Chief, or his designee, to execute all grant agreements (Attachment II), future amendments, modifications, extensions and augmentations, as required by the State of California Department of Fish and Game, OSPR, that are associated with the administration and management of this grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 5, 2010, your Board approved a motion directing the District to work with other agencies and municipalities to update Los Angeles County's 2004 Emergency Oil Spill Contingency Plan (Attachment III).

As directed, the District is in the process of preparing an updated contingency plan which will provide maximum public safety and mitigate environmental damage along the Los Angeles County coastline. The updated Los Angeles County Oil Spill Contingency Plan will meet State and District requirements, as well as operational standards for other agencies.

Approval of the recommended actions will provide the District with the opportunity to receive reimbursement up to \$15,000 for fiscal year 2012-13 from the State of California Department of Fish and Game, OSPR, Grant Funding Program. The grant provides reimbursement to local governments to offset salaries and employee benefits and miscellaneous costs associated with revising an existing plan.

The District previously worked with the Department of Fish and Game, OSPR, under your Board's approval from 2001 to 2004, and during fiscal years 2010-2011 and 2011-2012. The plan update is near completion and is currently with the Office of Emergency Management for final review.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal Number 3, Fiscal Sustainability, which guides us to strengthen and enhance the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

In fiscal year 2012-13, the State of California Department of Fish and Game, OSPR, will reimburse the District up to \$15,000, for costs associated with updating the Los Angeles County's Emergency Oil Spill Contingency Plan.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California Department of Fish and Game, OSPR, has provided the District with guidelines and training for the administration of this contract. These guidelines will assist the District in implementing a plan that will be adopted by the State's Department of Fish and Game.

CONTRACTING PROCESS

The contract has been reviewed by County Counsel and has been approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

8/7/2012

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Approval of the recommended actions will assist the District in providing the County of Los Angeles with an updated Los Angeles County Oil Spill Contingency Plan.

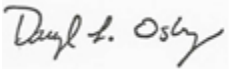
CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return adopted copies of this letter and attached Board Resolution to the following offices:

Consolidated Fire Protection District of Los Angeles County
Executive Office
1320 N. Eastern Avenue
Los Angeles, CA 90063

Consolidated Fire Protection District of Los Angeles County
Lifeguard Division
2300 Ocean Front Walk
Venice, CA 90291

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:cm

Enclosures

c: Chief Executive Office
County Counsel
Auditor-Controller

**A RESOLUTION TO ACCEPT GRANT FUNDS FROM
THE CALIFORNIA DEPARTMENT OF FISH AND GAME
OFFICE OF SPILL PREVENTION AND RESPONSE
FOR LOCAL EMERGENCY OIL SPILL CONTINGENCY PLAN REVISION**

WHEREAS, the County of Los Angeles Fire Department, applied to the California Department of Fish and Game, Office of Spill Prevention and Response for local emergency oil spill contingency plan updates and marine oil spill drills for the County of Los Angeles.

WHEREAS, the California Department of Fish and Game, Office of Spill Prevention and Response has approved the County of Los Angeles Fire Department to receive \$15,000 in local emergency oil spill contingency plan updates for grant funds and now requires a Resolution accepting these grant funds.

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles Board of Supervisors, acting as the Governing Body for the Consolidated Fire Protection District, for Los Angeles County:

Authorizes the Fire Chief of the Consolidated Fire Protection District for Los Angeles County, or his designee, to sign all necessary documents to accept a California Department of Fish and Game, Office of Spill Prevention and Response, in the amount of \$15,000 for emergency oil spill contingency plan revision on behalf of the County of Los Angeles, a public entity established under the laws of the State of California.

The foregoing resolution was adopted on the 7th day of August 2012, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorizes for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors of
the County of Los Angeles



By

Lachelle Smithman
Deputy

APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel

By

[Signature]
Deputy



State of California - The Natural Resources Agency
DEPARTMENT OF FISH AND GAME
<http://www.dfg.ca.gov>

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



April 20, 2012

Kenichi Haskett
County of Los Angeles Fire Department
1320 Eastern Ave
Los Angeles, CA 90063

Re: P1275017 00 LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN

Enclosed are one (1) complete set of the Agreement and six (6) signature sheets. Please sign and return all six (6) signature sheets, as well as the "Acknowledgment Disclaimer", with original signatures, within fifteen (15) working days to:

Department of Fish and Game,
Contract Management Section
1416 9th Street, 12th Floor
Sacramento, CA 95814.
ATTN: Amy Manasero

Please do not make any changes to this Agreement. Contact the Contract Manager for direction.

Agreements are not effective until approved by the Department of General Services or the Department of Fish and Game as required by State procedure. A fully approved Agreement will be sent to you when executed.

Please refer to the box(es) checked below for further instruction:

- ☐ If you do not have a Payment Data Record form (STD 204) on file with DFG, please complete the attached, sign and return.
- ☐ Contractor Certification Clauses (CCC 307). The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to persons doing business with the State of California. The CCC 307 is available on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Please download, sign and return "Page One". Failure to do so will prohibit the State of California from doing business with your company.
- ☒ Please return a copy of your Authorizing Resolution.
- ☐ Please submit the Accord Certificate of Liability Insurance (not less than \$1,000,000).
- ☐ This agreement is funded under a federal grant or contract. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires the State to report sub-recipient data. Please complete and submit the enclosed FFATA Contractor Certification form (FG_GMB 868).

Questions concerning the services to be performed under this Agreement should be directed to the Contract Manager Cindy Murphy at (916) 324-6250.

Sincerely,

Matthew Wells
Contract Analyst

Enclosure(s)
c: File, Suspense
OSPR, Cindy Murphy
OSPR, Cassandra White



State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND GAME
<http://www.dfg.ca.gov>

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



April 20, 2012

County of Los Angeles Fire Department
1320 Eastern Ave
Attn : Kenichi Haskett
Los Angeles, CA 90063

Re: P1275017 00 LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN

ACKNOWLEDGMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Game (DFG) and the California Department of General Services (DGS) applies, the attached agreement shall be of no force or effect until it is signed by both parties and/or approved by the DGS. The signing of this agreement by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the agreement has been fully executed, and authorization has been given to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that a failure to sign and return this letter with your signed agreement will result in a delay in approving your agreement.

Authorized Signature

Date

Printed Name and Title of Person Signing



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND GAME
1416 9th Street
Sacramento, CA 95814
<http://www.dfg.ca.gov>

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



**LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT PROGRAM
GRANT AGREEMENT NUMBER: P1275017**

GRANTOR: State of California, acting by and through (Grantor)
The Department of Fish and Game,
Office of Spill Prevention and Response (OSPR)
1416 9th Street, 12th Floor
Sacramento, CA 95814

GRANTEE: County of Los Angeles, Fire Department (Grantee)
1320 Eastern Avenue
Los Angeles, CA 90063-3294
Facsimile Number: (310) 306-3619

SECTION 1- Legal Basis of Award

Pursuant to **GOVERNMENT CODE 8670.35 (B)**, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$15,000.00 to financially support and assist Grantee's implementation of the **Local Government Oil Spill Contingency Plan Coordination**.

Term. The term of this agreement is **July 1, 2012 through June 30, 2013**

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power.** Grantee is a **governmental entity**, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation.** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

AGREEMENT NUMBER: P1275017

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose.** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the DFG Project Manager for prior approval and may be made only as provided in Exhibit 1 of this Agreement, which is attached hereto.
- 5.03 Use of Project Funds.** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget or statement of work shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule.** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.
- 5.05 Eligibility of Funds.** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports.** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.07 General Terms and Conditions.** **Public Entities General Grant Provisions (Exhibit 1.a),** is hereby incorporated into this agreement and attached hereto.

SECTION 6 - Project Statement: Objectives and Timelines

6.01 INTRODUCTION:

The Lempert-Keene-Seatrand Oil Spill and Response Act requires that the OSPR be responsible for oil spill prevention, emergency oil spill response and statewide contingency planning. Due to environmental changes, whether occurring naturally or effects from previous oil spills, the needs of an area require updates. Therefore, OSPR instituted the LGOSCP Grant Program, a mechanism to ensure the above responsibilities are met.

6.02 OBJECTIVE(S):

The purpose of this grant is to provide funding to local governments (coastal cities & counties) for their participation in the Area Contingency Plan (ACP) meetings, training, drills, oil spill contingency plan element and the update of local hazardous materials plan.

The grant further ensures that important concerns of Los Angeles County are addressed in the Federal ACP to the greatest extent possible; and identifies differences between the Federal ACP and Los Angeles County Oil Spill contingency Plan Element resulting from

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the ACP revisions. An accurate/current ACP is crucial to the success of response in a given area during an oil spill event.

6.03 PROJECT DESCRIPTION:

6.03.1 Location:

Activities and meetings will primarily take place in Los Angeles County.

6.03.2 Project Set Up:

As lead applicant agency, County of Los Angeles, Fire Department accepted responsibility for preparing/revising their Plan and for coordinating all the plan information with the participating agencies within the County of Los Angeles.

The following staff from the Los Angeles County will continue to coordinate and participate in the United States Coast Guard (USCG) ACP:

- 1) Program Coordinator, Los Angeles County Fire Department
- 2) Program Staff, Los Angeles County Fire Department
- 3) Program Manager, Los Angeles County Fire Department

6.03.3 Project Implementation:

The activities the Grantee will perform, but may not be limited to:

- Attend Area Committee and Sub-Committee meetings, as appropriate.
- Review the USCG ACP.
- Provide local government input to ACP.
- Review and update Los Angeles County Operational Area Plan.
- Reconcile differences in Los Angeles County Plan, as a result of the ACP updates.
- Conduct an orientation of Los Angeles County Plan.
- Design and conduct a tabletop exercise based on the ACP and County's Plan.
- Prepare and submit a final report.
- Prepare documentation and submit invoices for reimbursement.

6.03.4 Project Management: - The project will be managed by the Grantee's Program Administrator in accordance with the terms set in section 6.03.2.

6.03.5 Timelines:

The Grantee is aware that the area committee within the local Marine Safety Office (MSO) jurisdiction is responsible for establishing the schedule of meetings and working sessions necessary to complete the ACP update. A maximum degree of communication between the area committees and all participants will be vital. Networking and sharing of information will be essential. The DFG will be responsible for ensuring that for each subject area, the area plan includes input from a representative from local government.

AGREEMENT NUMBER: P1275017

6.04 CONTACTS:

The Project Officials during the term of this Agreement are:

<u>DFG Project Manager:</u>	<u>County of Los Angeles, Fire Department:</u>
Name: Cindy Murphy Address: 1700 K Street, Suite 250 Sacramento, CA 95811 Phone: (916) 324-6250 FAX: (916) 324-8829 Email: cmurphy@ospr.dfg.ca.gov	Name: Mike Frazer, Chief Lifeguard Address: 1320 Eastern Avenue Los Angeles, CA 90063-3294 Phone: (310) 577-5700 FAX: (310) 306-6319 Email: mfrazer@fire.lacounty.gov

Direct all administrative inquiries to:

<u>DFG Grant Coordinator:</u>	<u>County of Los Angeles, Fire Department:</u>
Name: Cassaundra White Address: 1700 K Street, Suite 250 Sacramento, CA 95811 Phone: (916) 323-4726 FAX: (916) 324-8829 Email: cwhite@ospr.dfg.ca.gov	Name: Kenichi Haskett Address: 1320 Eastern Avenue Los Angeles, CA 90063-3294 Phone: (310) 394-3261 FAX: Email: khaskett@fire.lacounty.gov

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 – Reports

No later than May 31, 2013, the Project Manager shall submit to the Grant Manager for approval one (1) reproducible master and two (2) copies of the final report containing the results of the work performed. The final report shall include, but not limited to:

- Summary of the inconsistencies noted between the USCG ACP and Los Angeles Plan resulting from the 2011 ACP update, to include a Resource Shortfall Analysis (i.e., differences in equipment and resources identified).
- A list of employees who participated, in whole or in part, including names, addresses, agency, and position title.
- Discussion of any difficulties or special problems encountered or anticipated between the ACP and the Los Angeles County Plan.
- Documentation to substantiate meeting dates, locations, agenda items, and participants.

The report shall not be considered final until approved and accepted by the Grant Manager.

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SECTION 8 - Budget

8.01. Expenditure Summary

Line Item Description	DFG Grant Funding	Project Totals
Salary and Wages: Program Coordinator Ocean Lifeguard Captain (\$53.638/hour x 170 hours)	\$9,118.46	\$9,118.46
Fringe Benefit Rate @56.59%	\$5,160.14	\$5,160.14
Operating Expenses:		
Communications	\$71.40	\$71.40
Travel	\$650.00	\$650.00
Total Direct Costs	\$15,000.00	\$15,000.00
Indirect Costs@0%	\$0.00	\$0.00
Total Costs	\$15,000.00	\$15,000.00

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than **monthly** in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Project Manager at:

**Department of Fish and Game,
Office of Spill Prevention and Response
Attn: Cindy Murphy
1700 K Street, Suite 250
Sacramento, CA 95811**

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Game being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Project Manager.

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8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

DEPARTMENT OF FISH AND GAME

By:

Signature: _____

Printed Name: Helen Carriker

Title: Deputy Director, Administration

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SIGN
HERE**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of Fish and Game. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the California Department of Fish and Game (DFG), the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, DFG, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that DFG is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee shall obtain, at its expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide Grantor an accounting of all funds received under the Agreement and return to Grantor all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Grantor shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from Grantor, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Contractor shall protect from disclosure all information made available by DFG. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of DFG must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

17. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

18. LIABILITY INSURANCE (as applicable) ~ Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall

be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Department of Fish and Game will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

19. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of the California State Department of Fish and Game or any other California State entity.

20. PROPERTY ACQUISITIONS: Property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing Equipment (EDP) – All computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. Any property purchased by the Grantee with funds provided under this Grant Agreement, shall be the property of DFG during the customary depreciable life thereof. The Grantee shall promptly report any such purchase to DFG Grant Manager and to the DFG Property Officer. Should this Grant Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to DFG within the timeframe negotiated between the Grantee and DFG.

Prior written authorization by the DFG Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to DFG Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Grantee are reimbursed by DFG, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep adequate and appropriate records of all property purchased with the Grant Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one {1} copy to the DFG Grant Manager and one {1} copy to the DFG Property Officer. A copy must be retained by the Grantee.

The State reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in, but not limited to, Grant Agreements with the Department of General Services, Procurement Division negotiated with vendors who supply the same type of property.

All property shall be tagged after acquisition by the Grantee, in accordance with instructions provided.

The purpose of tagging assets is to designate the assets as belongings to DFG. Whenever property is lost, stolen, or destroyed, the Grantee shall immediately report the loss, theft, or destruction to the local law enforcement agency (the California Highway Patrol {CHP} if the crime occurs on either State-owned or State-leased property) and to the DFG Grant Manager, and prepare a Property Survey Report. In the case of stolen property, the Grantee shall also complete a CHP Report of Crime on State Property (STD 99), obtain a copy of the law enforcement agency's report and submit these to the DFG Grant Manager. The Grantee shall adjust their property reports and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Grantee shall be charged with any loss and damages to State property due to the Grantee's negligence.

The Grantee shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Grant Agreement. Such inventory will be required not more frequently than annually.

Upon termination, expiration or failure to negotiate renewal of this Grant Agreement, all property purchased with Grant Agreement funds shall promptly be returned to DFG. The Grantee shall prepare an Inventory of State Furnished Property report and submit it to the DFG Grant Manager and shall, at that time, query the DFG Grant Manager as to DFG's requirements, including the manner and method, in returning said property to DFG. Final disposition of such property shall be at DFG's expense in accordance with the instructions from the DFG Grant Manager, to be issued immediately after receipt of the final inventory.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

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8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

DEPARTMENT OF FISH AND GAME

By:

Signature: _____

Printed Name: Helen Carriker

Title: Deputy Director, Administration

Date: _____

**SIGN
HERE**

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGN. NO. _____

MOTION BY SUPERVISOR DON KNABE

October 5, 2010

Following on Board support of my motion for use of County beach maintenance equipment to assist in the Gulf Coast cleanup efforts, I think it would be prudent for the County to ensure we are also ready in advance for any future oil spills in our region. Particularly as there are several oil refineries located in my Supervisorial District and there is the potential for serious negative impacts along not only our world renowned Southern California coastline, but also in our Marina del Rey harbor, I believe the County should do its utmost to assure its preparedness for any future oil spill event. Although the County has a 2004 Emergency Oil Spill Contingency Plan, I believe we should now use the lessons learned during the recent Gulf Coast crisis, as well as include the latest response methods and techniques, in development of an updated plan.

(MORE)

MOTION

RIDLEY-THOMAS _____

YAROSLAVSKY _____

KNABE _____

ANTONOVICH _____

MOLINA _____

The Fire Department took the lead in developing the 2004 plan, which I believe would be the appropriate lead agency again to work in concert with the Sheriff's Department and the Departments of Beaches and Harbors and Public Works, as well as the United States Coast Guard, coastal cities and the various oil companies in the region, to review and update our existing plan to ensure our preparedness for any future oil spill.

I, THEREFORE, MOVE THAT the Board of Supervisors instruct the Los Angeles County Fire Department to take the lead in reviewing and developing a comprehensive and coordinated update to the County's 2004 Emergency Oil Spill Contingency Plan, involving the Sheriff's Department and Departments of Beaches and Harbors and Public Works, as well as the Coast Guard, local coastal cities and oil companies, as appropriate.

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RV:mw